## UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA AT ORLANDO

In re:	
Robert A Waterman,	
FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.),	
Plaintiff,	
vs.	
Robert A Waterman,	
Defendant	

Bankruptcy No. 10-10562-ABB Chapter 7 Judge Arthur B. Briskman

ADV. NO. 10-00209-ABB

## NONDISCHARGEABLE JUDGMENT

Based upon the Stipulation of the Parties, referenced as document # 7, IT IS HEREBY ADJUDGED AND DECREED:

- 1. The sum of \$2,000.00 owed by the Defendant to Plaintiff is found to be nondischargeable and Plaintiff is granted judgment against Defendant in this amount.
- 2. The non-discharged sum of \$2,000.00 shall be paid as follows: the sum of \$100.00 per month, each month for 20 months, commencing 09/01/2010. The remaining payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

3. Payments are to be made to:

**Accounts Receivable** 

Attn: FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.)

WEINSTEIN & RILEY, P.S.

P.O. Box 3978

Seattle, WA 98124

**INCLUDE ACCOUNT NUMBER ON PAYMENTS** 

Plaintiff or its agents may send monthly bills and invoices as a courtesy reminder to

Defendant.

4. In the event Defendant defaults in payments, Plaintiff shall be entitled to declare the sum of

\$2,000.00, plus any interest, immediately due and payable, together with Plaintiff's

reasonable attorneys' fees and costs incurred.

5. Defendant acknowledges and stipulates that if Defendant fails to make any payment as

agreed, the remaining \$2,000.00, less any payments made, shall bear interest at twelve

percent (12%) per annum until paid or otherwise satisfied. However, no interest will accrue

so long as payments are kept current.

6. Plaintiff will refrain from pursuing its rights under this agreement so long as Defendant

continues to make payment on a regular, timely basis. If Defendant defaults, however,

Plaintiff shall have the right to pursue any legally available remedy, including (but not

limited to) garnishment of wages or bank accounts, and the filing of liens, without further

notice.

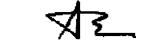
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7. The parties shall pay their own attorney fees and costs in this matter.

Dated: September 1, 2010



Arthur B. Briskman BANKRUPTCY JUDGE

Furnished copies to:

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